



COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
NORTH LAKE TAHOE FIRE PROTECTION DISTRICT
AND
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL #2139

JULY 1, 2014 THROUGH JUNE 30, 2018

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This Agreement is entered into and between the North Lake Tahoe Fire Protection District, hereinafter referred to as the Employer and Local #2139 of the International Association of Fire Fighters, hereinafter referred to as the Union.

WITNESSETH

ARTICLE 1 – Intent

(A) It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustment of difference which may arise and establish proper standards of wages, hours and other conditions of employment.

ARTICLE 2 – Recognition and Rights of Parties

(B) In accordance with the provisions of NRS 288, the District has recognized the Union as the exclusive collective bargaining representatives of a bargaining unit consisting of those employees of the District known as:

- a. Fire Captain
- b. Engineer
- c. Fire Fighter/Paramedic
- d. Fire Fighter

(A) This contract shall exclude all part time and seasonal employees.

(B) The Employer is entitled, without negotiation or reference to any agreement resulting from negotiation to exercise its management rights of the District as set forth in NRS 288.150.

ARTICLE 3 – Non-Discrimination

- (A) The employer and the employee organization agrees not to discriminate against any employee on the basis of race, creed, color, sex, marital status, age, national origin, religion, sexual orientation, gender-related identity or expression, union membership, or political affiliation. The provisions of this agreement shall be applied equally to all employees covered hereunder without favor of discrimination as provided for in NRS 288.
- (B) The District and the Union agree that membership, nonmembership, or lawful activities on behalf of the Union shall not be used as the reason or cause for transfer, denial of any promotion, or denial of other terms and conditions of employment.

ARTICLE 4 – Union Business

- (A) The executive Board members of Local #2139 shall have access to a "pool" of (72) hours per fiscal year of union business leave without loss of pay or benefits. Each of these members may draw upon this "pool" as may be required until such time as the (72) hours per year are exhausted. It shall be the responsibility of the I.A.F.F. Local #2139 President to control the usage and provide the District's personnel Director with a monthly record of those hours expended from the "pool" during the preceding month by the individual(s) concerned. The board members shall notify the District personnel director (72) hours in advance of the time of absence so that appropriate adjustments to staff assignments can be made.
- (B) Up to three (3) members of the negotiating committee and one alternate shall be allowed time off for all meetings which have direct relationship to the preparation for the negotiating or renegotiating of this labor agreement, provided that the total hours for all matters do not exceed the 72 hours as referenced herein and provided such meetings are scheduled in accordance with work load demands as determined by District management. In addition to the hours in (A) above:
- (C) The three (3) members of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the District and the Union for the purpose of processing grievances when such meetings take place at the time when such members are scheduled to be on duty.

ARTICLE 5 – Bulletin Boards

- (A) The Employer agrees to provide, for the Union's exclusive use, bulletin board space, in specific places in each fire station to be used by the Union. Materials intended to be used by the Union to communicate to its members shall not be posted on walls, doors, file cabinets or any other place. The material posted on the bulletin boards shall not be obscene or defamatory, nor shall it pertain to issues which do not involve the district or its relationships with district employees.

ARTICLE 6 – Prevailing Rights

- (A) Any benefit now existing may not be reduced below its present level, whether such benefit is subject to the contract or established custom of the Fire District; except that any such benefit shall be subject to negotiation and may be eliminated, reduced or increased as a result of such negotiations.

ARTICLE 7 – Policies and Procedures

- (A) The Policies and Procedures of the North Tahoe Fire Protection District may be amended by the Fire Chief. Formal consultation with any employee organization prior to changes in the Policies and Procedures shall not be required provided proposed changes do not violate the present labor agreement. Employees shall be given the opportunity to appeal any change in the Policies and Procedures to the Fire Chief and the Board of Directors if necessary. The Board of Directors shall make final decisions in any such appeal provided the current labor agreement is not being violated.

ARTICLE 8 – Salaries

- (A) This article describes wages for all employees represented by this agreement for fiscal years 2014-2015, 2015-2016, 2016-2017, and 2017-2018.
- (B) These pay rates shall be effective as of July 1, 2014.
- (C) Appendix A-1 specifies hourly pay rates.
- (D) Upon promotion, Firefighters and Firefighter/Paramedics who are hired after March 1, 2012, shall be placed on the two-step pay scale for Employees hired before March 1, 2012.
- (E) For fiscal year 2014-2015, salaries shall increase by an amount equal to the change in the "Consumer Price Index for All Urban Consumers (CPI-U): West Urban, Size A, All Items Index" produced by the US Bureau of Labor Statistics as reported in the month of January, 2014 for calendar year 2013 plus one (1) percent.
- (F) For fiscal year 2015-2016, 2016-2017, 2017-2018 salaries shall increase by an amount equal to the change in the "Consumer Price Index for All Urban Consumers (CPI-U): West Urban, Size A, All Items Index" produced by the US Bureau of Labor Statistics as reported in the month of January, for the previous calendar year. The amount of salary increase shall not be less than two (2) percent.

ARTICLE 9 – Overtime and On-Call Compensation

- (A) The District may require employees to remain on duty beyond their scheduled shift, or to work hours in addition to regularly scheduled hours. When off duty, employees may be called back to work at multiple alarm fires or for other emergencies:
- (B) All employees shall be compensated for overtime at the rate of one and one-half (1.5) times his/her regular rate of pay.
- (C) All overtime must have the prior authorization of the Fire Chief or his authorized representative.
- (D) Any employee who is required to report to work for previously scheduled overtime shall receive a minimum of four (4) hours pay.
- (E) Overtime shifts shall be defined as overtime that is twelve (12) or more successive hours and shall be logged on accrual rosters in increments of twelve (12) hours, rounded to the nearest increment. Provisions of paragraphs (E) and (F) hereof shall not apply to other types of overtime.
- (F) There shall be three kinds of overtime shifts:
- (G) Scheduled overtime shifts: Which are defined as overtime that has been offered and accepted by the employee more than twelve (12) hours prior to the commencement of the overtime shift that is to be filled.
- (H) Call-back overtime shifts: Which are defined by PERS regulations.
- (I) Forced overtime shifts: Which are defined as overtime four (4) hours or more which an employee is held over to work and shall not be applied to accrual rosters.
- (J) When overtime is available it will be offered in accordance with current District policy and the following provisions:

- (K) As to scheduled overtime, an overtime accrual roster shall be developed and maintained monthly. All overtime earned pursuant to paragraphs (E) (1) and (2) shall be entered on this accrual roster. Priority shall be given to personnel in each respective classification on the basis of hours accrued, persons with the highest accruals given the least priority. Total accruals will be for a one (1) year period being reestablished on a fiscal year basis.
- (L) As to call-back overtime, two (2) separate overtime accrual rosters shall be developed and maintained monthly. Each accrual roster shall be based on the permanent residence of the employee. Call-back overtime accrual roster number one shall consist of all employees who permanently reside within the jurisdictional boundaries of the district. Accrual roster number two shall consist of all employees permanently reside outside the jurisdictional boundaries of the District.
- (M) Priority shall be given to personnel listed on accrual roster number one in each respective classification on the basis of hours accrued, persons with the highest accruals given the least priority. If the overtime is not filled pursuant to District policy by employees on accrual roster number one then priority shall be given to those employees on accrual roster number two following the same criteria.
- (N) Once call-back overtime is filled in accordance with District policy there will be no bumping of or exchange with one employee by any other.
- (O) Should on-call days be necessary, a roster shall be posted indicating the on-call employees for the month.
- (P) Employees required to be on-call shall be paid eight (8) hours of straight time pay for each twenty-four (24) hour period of on-call duty.

ARTICLE 10 – Longevity Pay

- (A) The employer agrees to an established longevity salary plan for all full-time employees. A percentage increase in each employee's base salary as set out below shall be granted as follows:
- (B) Upon completion of five (5) years' consecutive service with the District, five percent (5%) increase.
- (C) Upon completion of ten (10) years' consecutive service with the District an additional five percent (5%) increase.
- (D) For each consecutive year thereafter up to twenty-five (25) years consecutive service, an additional one percent (1%) increase per year.
- (E) For each consecutive year thereafter an additional one-half percent (1/2%) increase per year, up to a maximum total longevity increase of thirty percent (30%) for each employee.
- (F) Effective upon ratification, longevity will be capped at the point that an employee reaches both age 55 and has a minimum of 20 years of full-time service with the District. For those individuals who may exceed age 55 and have more than 20 years of service on the date of ratification, their longevity pay will be frozen at its current level.

ARTICLE 11 – Sick Leave

(A) Sick leave with pay shall be granted to all full time probationary and permanent employees of the North Lake Tahoe Fire Protection District.

(B) Sick leave shall continue to be earned at a rate of one (11.08) hours bi-weekly for current employees. Unused sick leave may be accumulated to a total of (2400) hours. Employees shall have the option to “freeze” their sick leave hours and receive compensation each pay period as follows:

| | |
|--------------------|-----------------------------|
| 1200 to 1776 hours | 2.77 times base hourly rate |
| 1777 to 2399 hours | 4.43 times base hourly rate |
| 2400 hours | 5.54 times base hourly rate |

(C) For employees hired after June 30, 1994 sick leave shall be earned at a rate of (8.31) hours bi-weekly. Unused sick may be accumulated to a total of (1800) hours. Employees shall have the option to “freeze” their sick leave hours and receive compensation each pay period as follows:

| | |
|--------------------|-----------------------------|
| 888 to 1320 hours | 2.77 times base hourly rate |
| 1321 to 1799 hours | 4.43 times base hourly rate |
| 1800 hours | 5.54 times base hourly rate |

(D) All employees shall have the option to “unfreeze” their sick leave at any time.

(E) Any employee retiring from service shall receive in addition to other retirement benefits, an amount equal to three-fourths (75%) of accumulated sick leave which he/she has to his/her credit, computed at straight time.

(F) Upon termination of employment, except for cause, any employee with over two (2) years of service, shall be entitled to be compensated for one-half (50%) of all accumulated sick leave to his/her credit, computed at straight time.

(G) An employee may take no more than (144) hours sick leave each fiscal year by reason of sickness, disability or death of members of his or her immediate family (spouse, children, parents, brothers, sisters or grandparents of dependents residing with the employee).

i. Sick leave must have the approval of the Fire Chief or in his absence the shift officer in charge.

(H) In the event of the death of an employee, all accumulated sick leave to which he/she is entitled at the time of his/her death shall be paid to the employee's designee or in absence of such, to the employee's estate.

(I) Sick leave shall accrue from the hire date of each employee and shall continue to accrue until the employee has ceased service with the district.

(J) An employee receiving temporary disability benefits under Nevada Industrial Insurance may use accumulated sick leave in order to continue to maintain regular income. However, all employees receiving full salaries in lieu of temporary disability payments are entitled to accumulate sick leave during such period of disability.

(K) Each employee shall be allowed one (24) hours of sick leave per fiscal year for personal use. This personal leave may be used any time upon notification by the employee to the Battalion Chief or duty Chief, but is subject to scheduling requirements.

(L) Punctuality—As punctuality is required for all employees, it shall be the sole responsibility of any individual to report to the Battalion Chief or duty Chief prior to 0630 hours any illness or condition preventing him/her from reporting to duty.

Failure to report for duty and/or at place of assignment, at time specified, will be considered cause for disciplinary action. Any tardiness shall be reported immediately to the personnel director by the Battalion Chief or duty Chief who will explain the circumstances, names and time of members retained.

- (M) Medical Certificate Supporting Absence - If an employee, due to illness, misses more than (96) consecutive hours of work, then the employee must furnish a medical certificate supporting the absence.

ARTICLE 12 – Holiday Pay

(A) In order to equitably compensate employees covered by this contract with regard to working holidays, the employer agrees to pay each employee 5% of his/her base monthly salary for holiday compensation regardless of the amount of holidays worked.

ARTICLE 13 – Hours of Work

- (A) The normal work week for employees covered by this agreement shall consist of (56) hours scheduled in (24) hour shifts. The scheduling of work shifts and personnel changes shall be as directed by the Chief.
- (B) Scheduling shall reflect three (3) platoons, "A", "B", and "C" with each platoon alternating on a schedule of two (2) consecutive 24 hour shifts on duty followed by 4 consecutive twenty four (24) hour days off duty.
- (C) Employees shall work each day from 0800 to 1700 hours, except as required by alarms and/or other emergencies.

ARTICLE 14 – Sick Leave When Receiving Nevada Industrial Insurance Benefits

- (A) When an employee is eligible at the same time for benefits under Chapter 616 of NRS (Industrial Insurance and Occupational Disease Acts) and for sick leave benefits, s/he shall not be required to use accrued sick leave for the period during which Nevada Industrial Insurance benefits are being received.
- (B) Any employee who suffers a job-connected injury or illness in the course of his/her employment with the District for which benefits are paid under Chapter 616 or 617 of NRS and such injury prevents said employee from performing his normal full time duties, the District shall pay full salary to the employee for a period of up to but not exceeding accumulative of ninety (90) shifts within a period of one year from date of injury. During the ninety-day period, the employee returns any Nevada Industrial Insurance pay to the district, exclusive of reimbursement or payment of hospital or medical expenses.
- (C) Subsequent to the (90) shift period in the above paragraph the employee may, at the option of the employee, apply for and receive accrued sick leave during the course of such disability. The amount of sick leave benefits paid to such employee for any pay period shall not exceed the difference between his/her normal salary and the amount of any Nevada Industrial Insurance benefit received.
- (D) When accrued sick leave has expired and the employee is still unable to work, they may utilize their accumulated vacation leave. The amount of vacation leave benefit paid to such employee for any pay period shall not exceed the difference between his/her normal salary and the amount of Nevada Industrial Insurance

benefits received during which period the employee shall receive full compensation from the District, provided they return Nevada Industrial Insurance compensation to the District.

(E) Intent—As outlined in paragraphs “C” and “D”, the District will pay on-the-job injured employees the difference between full daily salary and that payment provided by Nevada Industrial Insurance. In recognition of the District’s paying such full salary, the employee shall return to the District any compensation in lieu of salary received from Nevada Industrial Insurance. The amount of sick or vacation leave subtracted from the employee’s accrued leave shall be proportionate to the difference between the Nevada Industrial Insurance benefits and the employee’s full salary.

(F) Notwithstanding the provisions of paragraph “B” of this article, when, as the result of an on-the-job injury, an employee is continually confined to a duly licensed hospital as a result of such injury, the District will pay full regular salary to the employee during the entire period of such confinement until Nevada Industrial Insurance ceases to render insurance payments in connection with said injury. For compensation purposes, the requirement of continual confinement to a duly licensed hospital may be waived by action of the District’s Board of Directors when the Board determines that special circumstances warrant the action. During this period, the employee will not forfeit sick leave or vacation benefits, but will refund all Nevada Industrial Insurance salary continuance payments to the District.

(G) Any time within a maximum period of six months subsequent to the date the on-the-job injury occurred, an employee may elect to continue on Nevada Industrial

Insurance leave, without additional compensation from the district and without refunding Nevada Industrial Insurance salary continuance payments to the District, provided the employee is receiving Nevada Industrial Insurance leave, the employee will accrue vacation and sick leave, and earn time credit toward longevity and retirement.

ARTICLE 15 – Vacation Leave

- (A) All regular employees of the North Lake Tahoe Fire Protection District shall be entitled to annual vacation leave, with pay, after twelve (12) months of continued service with the District excluding time off for sick leave.
- (B) The time during a fiscal year at which a regular employee may take his/her vacation shall be in accordance with a vacation schedule provided by the District. Entries on this schedule for vacation time periods shall be made by seniority, starting with the most senior employee in the department, regardless of rank and ending with the least senior eligible employee.
- (C) The vacation schedule shall be submitted to the Fire Chief for final approval before posting.
- (D) Should an employee be unable to take his/her annual leave during a particular calendar year, such vacation may be taken during the following calendar year.
- (E) Any eligible employee may defer any part of his/her earned vacation within the present calendar year. Any eligible employee may defer any part of, or all of his/her earned vacation time to the following calendar year. This accumulation shall not exceed three (3) years total.
- (F) Regular employees who terminate employment shall be paid a lump sum for all accrued vacation leave.
- (G) Should an employee die, all accrued vacation time due shall be paid to his/her beneficiary, or estate, should no beneficiary be named.

(H) Vacation leave shall be earned in accordance with the following schedule:

- | | |
|------------------------------------|---------------------------|
| 1. Less than 5 years | 7.4 hours per pay period |
| 2. 5 years but less than 10 years | 8.3 hours per pay period |
| 3. 10 years but less than 15 years | 9.2 hours per pay period |
| 4. 15 years but less than 20 years | 10.2 hours per pay period |
| 5. 20 years or more | 11.1 hours per pay period |

(I) Vacation time off shall not be allocated to employees on shift assignment for periods of less than twelve (12) consecutive hours.

(J) The number of allowable splits of earned vacation time in any calendar year shall be three (3) splits. One additional split for emergency purposes may be granted at the sole discretion of the Fire Chief.

(K) Vacation and/or compensation time requests may be made up to twenty-four (24) hours prior to the date requested.

(L) On any shift, no more than two (2) people may be allowed off on vacation leave regardless of rank. Effective January 1, 2000 no more than three (3) people may be allowed off on vacation leave, on a shift, regardless of rank.

ARTICLE 16 – Step Raise Eligibility

(A) For employees hired before March 1, 2012, an employee shall be eligible for a step raise upon satisfactory completion of a probationary period. For employees hired on or after March 1, 2012, an employee shall be eligible for a step raise upon satisfactory completion of a probationary period and on the employee's anniversary date each year thereafter until the employee reaches Step 5.

ARTICLE 17 – Vacancies, Promotions and Acting Pay

- (A) All vacancies and promotions covered by this contract within the North Lake Tahoe Fire Protection District shall be filled by members of the Fire District, should they meet the requirements of the position open, prior to open competitive testing by the Fire District. For vacancies and promotions for positions not covered by this contract, qualified employees will be allowed to apply simultaneously with outside applicants.
- (B) Effective on and after July 1, 1997, any employee covered by this Agreement who may be required to accept the responsibilities and carry out the duties of a position or rank above that which he/she normally holds for a period of not less than twelve (12) consecutive hours within a (24) hour shift, shall be paid a total of \$50.00 per shift acting pay.
- (C) Any employee covered by this Agreement who is promoted to a higher position or rank shall be compensated at a step in his/her new classification which is equal to or greater than his/her present salary.

ARTICLE 18 – Clothing Allowance

(A)The District agrees to pay \$300.00 per employee in January and July for the maintenance, repair and/or replacement of safety shoes and uniforms required for work or dress.

ARTICLE 19 – Lay-offs

(A) The District shall establish a seniority list. It shall be brought up to date annually and posted on each station's bulletin board. Should it become necessary to initiate a cut-back or lay-off of District employees, such cut-back or lay-off shall be in accordance with the established seniority list, regardless of rank, starting with the least senior employee on the list and progressing as necessary to the most senior employee on the list.

- a. In no case shall the District hire additional employees in any capacity until all employees, having been laid off two (2) years or less, have been notified in writing and given ample time to return to work. Return to work notices shall be sent to employees in accordance with the seniority list commencing with the most senior employee laid off.
- b. No employee returning to work after a lay-off shall lose the seniority time which s/he had established prior to the lay-off.
- c. For the purpose of this article, seniority shall be based on employment time with the North Lake Tahoe Fire Protection District.

ARTICLE 20 – Retirement

(A) Employer agrees to pay the entire cost of Nevada State Retirement System for all employees.

ARTICLE 21 – Health and Dental Insurance

- (A) By mutual agreement between the District and the Union, a group health, dental plan and accident insurance plan shall be provided. The District will pay the full cost of the plan for employees and eighty-five percent (85%) of the cost for employees' dependents. The District shall not initiate changes in the plan or change plan providers except by mutual agreement of both parties. In the event that the District or the Union believes that significant plan changes have occurred - either on a one-time basis or cumulatively from the level of benefits offered on February 1, 2002 - both parties will reopen this Article 21 for negotiation.
- (B) By mutual agreement of the District and the Union, a retirement health benefit will be provided. The District will pay the premiums for eligible participants, as defined below, subject to the rules and requirements of the District's health plan. In addition to such rules and requirements, the following District stipulations will apply:
- (1) Eligibility
 - (a) The retiree shall have worked for the District for a minimum of 15 years of full-time service; and
 - (b) The retiree shall have reached 50 years of age.
 - (c) Employees who separate from the District with at least 15 years of total full-time service, but before reaching age 50, may activate this benefit when they reach 50 years of age in accordance with NRS 287.0205.

- (2) For employees hired before March 1, 2012, the District will pay premiums for:
- (a) The employee/retiree from the time of PERS retirement until age of Medicare eligibility or death, whichever comes first; and
 - (b) The spouse of the employee/retiree (current at the time of the employee's separation from the District) until death, divorce, or age of Medicare eligibility, whichever comes first; and
 - (c) Dependents (current at the time of the employee's separation from the District), as defined by the applicable plan provider.
 - (d) In the event of the death of the employee/retiree, the spouse will continue to receive this benefit until death, remarriage, or reaching age of Medicare eligibility. Dependents, as defined in (c), will continue to receive benefits in the event of the death of the employee/retiree, as defined by the applicable plan provider.
- (3) For employees hired on or after March 1, 2012, the District will pay sixty-five percent (65%) of the premiums for the employee/retiree from the time of PERS retirement until age of Medicare eligibility or death, whichever comes first. No coverage for dependents is provided.
- (4) If this benefit is modified (improved, reduced, or eliminated) in the future by mutual agreement of the District and the Union, such modification shall not apply to retirees already receiving the benefit. They shall continue to receive the benefit as defined at the time of their separation from the District, until death or age of Medicare eligibility, whichever comes first.

- (5) If a spouse or domestic partner is also an employee of the District the affected employees will not be allowed to also cover one another as a dependent.

ARTICLE 22 – Grievance Procedure

- (A) The purpose of the following grievance procedure shall be to settle, as quickly as possible, disputes concerning the interpretation, application and enforcement of this agreement.
- (B) Level I—The aggrieved employee or the Union grievance committee, if requested, shall take up the grievance with his immediate supervisor within ten (10) days of his/her knowledge of its occurrence. The Supervisor shall attempt to adjust the matter at that time. If the grievance is not settled during this informal discussion, and the employee or Union grievance committee wishes to press the matter, within two (2) days of such informal discussion, he/they shall present it in writing to the Supervisor. The Supervisor shall respond to the employee or Union grievance committee in writing within three (3) days from receipt of the grievance. Union grievance committee representation shall be allowed at this step if requested by the employee.
- (C) Level II—If the matter is to be pursued, within five (5) days of receipt of the supervisor's written reply, the aggrieved employee(s) shall submit their grievance in writing to the next-level supervisor, who shall reply in writing within three (3) days of receipt.
- (D) Level III—If this procedure does not resolve the grievance, the employee shall present his grievance in writing to the Fire Chief within three (3) days from receipt of the Level II reply. The Fire Chief shall respond within ten (10) days of receipt of said grievance.

(E) Level IV—Within five (5) days from receipt of the written response from the Fire Chief, the employee may present the grievance, in writing, to the district's Board of Directors, to be placed on the agenda of the next regularly scheduled Board meeting, accompanied by all correspondence in the matter. The Board of Directors, after an examination of relevant evidence and after consultation with the aggrieved employee, will then make the decision. Such decision to be rendered within (10) days from the Board of Directors meeting.

(F) Level V

1. If the aggrieved employee is not satisfied with the disposition of the grievance at Level IV, the employee or grievance committee may, within ten (10) days from receipt of the Board of Director's decision, notify the Fire Chief in writing that it wishes to take the grievance to arbitration.
2. Within five (5) days after receipt of written notice of submission to arbitration, the Fire Chief and the Union's grievance committees shall agree upon a mutually acceptable arbitrator who is experienced, impartial, disinterested, and of recognized competence. If the parties are unable to agree upon an arbitrator within two (2) days, a request for a list of arbitrators shall be made by either or both parties to the American Arbitration Association. The parties shall be bound by the rules and procedures of that Association. The prevailing party, as determined by the arbitrator, shall incur no costs for the arbitrator's fees and expenses or for costs of transcription. Such costs shall be the sole responsibility of the losing party.

3. The arbitrator so selected shall confer promptly with representatives at the District and the Union's grievance committee, shall hold further hearings with the aggrieved and such other parties in interest he/she shall deem requisite, and unless extended by mutual agreement, shall issue his report no later than thirty (30) calendar days from the date of any hearing.
 4. All hearings held by the arbitrator shall be in closed sessions and no news releases shall be made concerning progress of the hearings.
 5. The arbitrator's decision shall be submitted in writing to the aggrieved, the Fire Chief and the Union's grievance committee only, and shall set forth his findings of fact, reasoning, and decision on the issues submitted. The arbitrator's decision shall be binding except as herein otherwise provided and shall be consistent with the law and with the terms of this agreement.
 6. The time limits specified in the preceding sections may be extended by mutual agreement of both parties. If the District fails to meet a time requirement in the Grievance procedure and extension has been granted the grievance is automatically moved to the next step in the procedure. If the Union and/or the employee fails to meet a time requirement and no extension has been granted, the grievance is considered to have been withdrawn and not subject to further processing. Extensions of time limits must be in writing.
- (G) Any employee grievant or participant in the grievance procedure who is called upon to testify during his/her regular work day shall be paid by the District for time so spent, but only for straight time hours he/she would have otherwise worked.

- (H) The Union shall provide the District with the names of three (3) members of the Union grievance committee and, should they be replaced, keep the District informed of their successors. If he/she wishes, the aggrieved employee may present his grievance while on duty.
- (I) Nothing contained herein shall preclude an employee with or without representation, from bringing a problem not covered herein through the chain of command to the Fire Chief and then to the Board of Directors on an informal and oral basis so long as the Union is advised of any proposed settlement and allowed to express its objections prior thereto and so long as any such settlement does not change the terms and conditions of the agreement.
- (J) In all instances, "days", as used within this Article shall mean calendar days, not to include weekends or holidays.

ARTICLE 23 – Appendices and Amendments

- (A) This Agreement may be amended at any time during its term by mutual agreement of the parties.

ARTICLE 24 – Safety

- (A) The Union and the Employer agree to cooperate to the fullest in the promotion of safety. Two employees representing the Union and two employees representing the Fire District shall comprise the Safety Committee. The committee shall meet at reasonable times and discuss safety conditions of the District. All recommendations shall be made in writing to the Employer and the Union.
- (B) The Fire District shall furnish all safety equipment required by the Fire Chief.

ARTICLE 25 – Education Pay

- (A) Additional pay—Employees shall receive educational pay bi-weekly for the following degrees, certifications and Fire Science classes:

Group A – Emergency Medical Services

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|---|---------|
| Current Nevada EMT Basic certification | \$6.92 |
| Current Nevada EMT Advanced License (Firefighter Rank Only) | \$89.28 |
| Current Nevada EMT Advanced License (All Other Ranks) | \$18.46 |
| Current Nevada Paramedic License working in a rank other than Firefighter/Paramedic | \$28.08 |

(Payments for Paramedic Certification shall be non-cumulative with other category A items.)

Group B – Fire Sciences

| | |
|---|---------|
| Each (3) unit class in Fire Science/up to a maximum Of (24) units | \$2.31 |
| Certificate of achievement | \$23.08 |
| A.S. degree in Fire Science, Nursing or Pre-hospital care | \$46.15 |
| BS degree in Fire Protection Engineering or Public/Business/health Administration | \$46.15 |

(Payments in Group B shall be non-cumulative.)

ARTICLE 26 – Physical Examinations

(A) The District shall provide for all physical examinations required by the North Lake Tahoe Fire Protection District or by the statutes of the State of Nevada relating to District employment. Such examinations shall be provided at no cost to the employee.

ARTICLE 27 – No Strike Clause

(A) The Union (Local #2139 I.A.F.F.) will not promote, sponsor or engage in, against the North Lake Tahoe Fire Protection District, any strike, slow down, interruption of operation, stoppage of work, absences from work upon any pretext or excuse not founded in fact, or any other intentional interruption of the North Lake Tahoe Fire Protection District, regardless of the reason for doing so and will use its best efforts to induce all employees covered by this Agreement to comply with this pledge. This pledge is in compliance with NRS 288.230, Legislative declaration; illegality of strikes.

ARTICLE 28 – Savings Clause

- (A) It is not the intent of either party hereto to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement and the parties agree that, in the event that any provisions of the Agreement are finally held or determined to be illegal or void as being in contravention of such laws, rulings or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect unless the parts so found to be void cannot be separated from the remaining portion of this Agreement. The parties agree that, if and when any provisions of this Agreement are held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof.
- (B) If an agreement is not reached between Local #2139 and the North Lake Tahoe Fire Protection District for the new contract year the existing contract shall be in force and it shall be valid until a new contract is signed by both parties.

ARTICLE 29 – Personal Property Replacement and Repair

- (A) The District shall provide for the cost of replacing or repairing personal property, limited to prescription glasses and watches, of any employee that is damaged in the performance of duty.
- (B) The total amount of replacement or reimbursement shall not exceed \$100.00 “per item”, less any amount of reimbursement of District insurance.

ARTICLE 30 – Exchange of Time

(A) A mutually agreeable exchange of duty days (shift trade) may be permitted between employees of equal acting position, providing the exchange does not interfere with the operations of the District and is approved by the on-duty shift officer at least (24) hours prior to the exchange. Shift trades shall not be used to create an alternative work schedule. The definition of alternative work schedule is a pattern of shift trades that results in a schedule that deviates from the agreed work schedule in Article 13 of this agreement.

ARTICLE 31 – Polygraph Examinations

(A) No member shall be compelled to submit to a polygraph examination against his/her will. No disciplinary action or other recrimination shall be taken against a member for refusing to submit to polygraph examination.

ARTICLE 32 – Discipline and Discharge Procedure

(A) The District shall not reprimand, demote, suspend or discharge any post-probationary employee for disciplinary reasons without just cause. The District may begin at any level of disciplinary action based on its determination of the seriousness of the alleged misconduct. An employee may appeal a written reprimand only through Step IV (Board of Directors) of the grievance procedure of this Agreement. An employee may appeal a disciplinary demotion, suspension without pay or discharge through Step V (arbitration) of the grievance procedure of this Agreement. The provisions of Article 22(F) of this Agreement shall govern Level V (arbitration) except that the arbitrator's fees/costs and the costs of any transcript required by the arbitrator shall be split equally by the District and Local #2139. Filing a grievance does not stay or postpone any disciplinary action which shall be effective on receipt. New hire probationary employees are not subject to this article and may be discharged at any time during the probationary period with or without cause.

ARTICLE 33 – Employee Wellness and Physical Fitness

(A) The District and the Union mutually agree that the wellness and physical fitness of District employees is an essential component of company readiness and of the highest priority to the District and the Union. Therefore, both parties agree to:

- a. Continue to abide by memo issued by the Fire Chief clearly stating that provision of a workout time period within the normal workday is a requirement that may only be modified in the event of unusual run volume or other unforeseen events;
- b. Have the District create an irrevocable trust on or before December 31, 2012, administered by the Public Employees Retirement System (PERS) for the sole purpose of funding the retiree health benefit pursuant to Article 21(B); and,
- c. In addition to the amount the District budgets annually for the retiree health benefit, have the District annually fund the irrevocable trust account in an amount equivalent to that annually budgeted for the Health and Wellness Fund, but no less than \$25,200 per year.

ARTICLE 34 – Drug and Alcohol Policy

General:

Purpose

The objective of this Policy is to develop a drug and alcohol-free workplace which will help ensure a safe and productive workplace and to provide education and treatment to the employees of the North Lake Tahoe Fire Protection District (NLTFPD). In order to further this objective, the following rules regarding alcohol and illegal drugs in the workplace have been established.

Policy

1. The NLTFPD shall implement a comprehensive drug and alcohol abuse education program. As part of that program, information will be provided on the availability of Employee Assistance Program services.
2. Alcoholism and other drug addictions are recognized as diseases responsive to proper treatment, and this will be an option as long as the employee cooperates as set forth herein. Employee Assistance Program (EAP) will be made available to assist employees.
3. The manufacture, distribution, dispensing, possession, sale, purchase, or use of a controlled substance on NLTFPD property is prohibited.
4. Being under the influence of alcohol or illegal drugs on NLTFPD property is prohibited. The unauthorized use or possession of prescription drugs or misuse of over-the-counter drugs on NLTFPD property is prohibited.
5. Employees who violate this Policy are subject to appropriate disciplinary action up to and including termination.
6. The Policy applies to all employees of the NLTFPD regardless of rank or position and includes temporary and part-time employees.

Definitions

NLTFPD Premises - All NLTFPD real property including parking lots.

NLTFPD Property - All NLTFPD owned, rented or leased property used by employees such as vehicles, lockers, desks, closets, etc.

Controlled Substance - Any substance listed in Schedules I-V of Section 202 of the Controlled Substance Act (21 U.S.C. S 812), as amended. Copies are maintained for employee review by Personnel and Health Services.

Drug - A drug is any chemical substance that produces physical, mental, emotional, or behavioral change in the user.

Drug Paraphernalia - Equipment, a product or material that is used or intended for use in concealing an illegal drug or for use in injecting, ingesting, inhaling, or otherwise introducing into the human body an illegal drug or controlled substance.

Fitness for Duty - To work in a manner suitable for the job. To determine "fitness", a medical evaluation may include drug and/or alcohol testing.

Illegal Drug - An illegal drug is any drug or derivative thereof which the use, possession, sale, transfer, attempted sale or transfer, manufacture, or storage of is illegal or regulated under any federal, state, or local law or regulation and any other drug, including (but not limited to) a prescription drug, used for any reason other than a legitimate medical reason and inhalants used illegally. Included is marijuana or cannabis in all forms.

Reasonable Cause/Suspicion - Circumstances that provide a reasonable belief that a Policy violation has occurred.

Under the Influence - A state of having a blood alcohol concentration of 0.04 or more, where "alcohol concentration" has the meaning assigned to it in the Nevada Revised Statutes; or the state of not having the normal use of mental or physical faculties resulting from the voluntary introduction into the body of an alcoholic beverage or a controlled substance.

Failed test - as defined in 49 CFR part 40.

General Policy Provisions

Any violation of this Policy, including the following actions may subject an employee to disciplinary action consistent with this Policy including immediate termination:

- Using, selling, purchasing, transferring, possessing, manufacturing, or storing an illegal drug or drug paraphernalia, or attempting or assisting another to do so, while in the course of NLTFPD employment, engaged in NLTFPD business or sponsored activity, on NLTFPD premises or in NLTFPD property.
- Working or reporting to work, conducting NLTFPD business or being on NLTFPD premises or in NLTFPD property while under the influence of an illegal drug, alcohol or in an impaired condition.
- Documentation will be initiated for a failed drug or alcohol test and placed in the employee's personnel file.
- The employee will be referred to EAP and complete all conditions as specified by the EAP provider.
- EAP will be the first step in providing assistance to the employee for violation of this policy.
- A written treatment plan will be provided to the Human Resources Department of NLTFPD prior to the employee returning to work.
- In the case of a felony conviction or accident resulting in injury, discipline may begin at a level beyond EAP.

Preventive Acts

- Employees taking drugs prescribed by an attending physician must advise their direct supervisor or human resources officer in writing of the possible effects of

such medication regarding their job performance and physical/mental capabilities. This written information must be kept confidential and communicated to the direct supervisor prior to the employee commencing work. All medical information will be kept confidential and the employer, without exception, will punish any breach of privacy and confidentiality in this regard. All prescription drugs must be kept in their original container.

Drug and Alcohol Testing

NLTFPD will implement the following types of drug and/or alcohol testing: 1) pre-employment, 2) reasonable suspicion, 3) post-accident, and 4) return-to-duty.

1. Pre-Employment Testing

- a) An offer of employment with NLTFPD is conditioned upon the applicant's ability to pass a pre-placement drug test.
- b) Applicants who test positive for legal prescription drugs will be given the opportunity to discuss possible legal prescription drugs that may be responsible for the positive test in confidence with a Medical Review Officer, who will verify the prescription. Information provided to the Medical Review Officer will be kept confidential and will not be shared with NLTFPD except in limited circumstances in which the Medical Review Officer determines that NLTFPD should obtain from the employee a doctor's statement regarding any work-related restrictions necessitated by the employee's use of medication.
- c) Applicants who test positive will be barred from reapplying for six months following receipt of the confirmed failed test result.
- d) Submission of an altered or adulterated specimen, or substitution of a specimen by a specimen donor shall be considered a refusal to comply with this policy.

2. Reasonable Suspicion Testing

NLTFPD may require employees to immediately submit to a drug and/or alcohol test when there is Reasonable Suspicion to believe that the employee may be using or is under the influence of illegal drugs and/or alcohol, or is otherwise in violation of this policy.

3. Post-Accident Testing

Post-Accident Testing will be done for any employee that has been involved in a workplace accident involving: (a) an injury to any third party; or (b) that results in property damage estimated by a supervisor to be twenty five hundred dollars (\$2500) or greater.

Any individual who must submit to post accident testing will be placed on administrative leave pending the results of the drug test. The employee will then return to duty or be referred to EAP as outlined in this policy.

Any employee who refuses to be tested will be deemed to have a failed drug test.

4. Return-to-Duty Testing

Employees who violate this policy who seek to return to work will be required to take and pass a drug and/or alcohol test as one of the conditions of continued employment.

Testing Guidelines

1. The initial tests will be an Immunoassay screen meeting federal guidelines conforming to 49 CFR part 40. Samples shall be taken to be used for the initial test, one for follow-up lab tests, and one to be provided for the use of the employee in subsequent testing should the employee test positive. If the initial test is positive, the testing lab will automatically perform a second test. The second test shall be either be a Gas Chromatography(GC) or a Mass Spectrometry(MS) or any technology or testing method deemed to be as or more reliable than GC or MS. These tests shall be used exclusively unless changed by both parties. The initial screening, GC/MS follow-up testing and storage will be paid for by the NLTFPD.
2. If the drug screen is validly positive for a drug or its metabolite, which can be legally prescribed by a medical doctor, the employee must promptly provide a valid current prescription or unexpired drug container for the drug identified in the drug screen. The prescription or container must be in the employee's name. If the employee does not provide acceptable verification, the employee will be deemed to have a failed drug test.
3. A management representative will provide transportation and accompany the employee to a designated medical facility whenever a post-accident or reasonable suspicion alcohol and drug test is required per NLTFPD policy. NLTFPD will bear the cost of all testing it requires of any employee or job applicant.

Option to Retest

No later than seventy-two (72) hours after receipt of a positive drug test, an employee who tests positive may request a confirmatory retest of the same sample at his or her expense at a laboratory of his or her choice certified by the Department of Health and Human Services. Upon request, the laboratory holding the employee's sample will release to the employee's selected laboratory a sufficient quantity of the sample to allow a second analysis. Because some chemical elements deteriorate or are lost during freezing and/or storage, quantitative analysis of a retest is not subject to a specific cutoff requirement but looks for data sufficient to confirm the presence of the detected alcohol, drug or its metabolite. The employee will be required to authorize the laboratory to provide the

NLTFPD with a copy of its test results. The laboratory conducting the analysis will verify the accuracy of the test results.

Supervisory and Employee Training

- Supervisors will receive training regarding the Drug and Alcohol Policy and the use of the Employee Assistance Program. All employees will receive copies of the Drug and Alcohol Policy and information about the Employee Assistance Program.

Employee Assistance Program

The NLTFPD will provide employees and their families with confidential, professional assessment and referral for assistance in resolving or accessing treatment for addiction to, dependence on, or problems with alcohol, drugs, or other personal problems adversely affecting their job performance. The initial confidential assessment and referral services will be provided without cost to the employee or family member. The cost of treatment, counseling, or rehabilitation resulting from EAP referral will be the responsibility of the employee.

Supervisor referrals to the EAP will include employee's release of information consent form to be returned to the NLTFPD, Human Resource Supervisor by the EAP. Refusal to participate in or failure to complete the EAP-directed program will result in disciplinary action up to and including termination.

Self-referral by employees or family members is strongly encouraged. The earlier a problem is addressed, the easier it is to deal with and the higher the success rate. While self-referral in itself does not preclude NLTFPD's use of corrective actions, participation in an EAP-directed program may enable the supervisor to allow time for completion of such program before initiating or determining additional corrective actions.

EAP-related activities, such as referral appointments, will be treated on the same basis as other personal business or health matters with regards to use of sick leave or compensation time. Sick leave may be taken as needed, while compensation time must be pre-approved.

Coordination with Law Enforcement Agencies

The sale, use, purchase, transfer, or possession of an illegal drug or drug paraphernalia is a violation of the law. The NLTFPD will report information concerning possession, distribution, or use of any illegal drugs to law enforcement officials and will turn over to the custody of law enforcement officials any such substances found during a search of an individual or property. Searches will be conducted by two employees of the NLTFPD, one of which will be a representative of I.A.F.F. Local #2139 or law enforcement individuals based on reasonable cause. The NLTFPD will cooperate fully in the prosecution and/or conviction of any violation of the law.

Although adherence to this Policy is considered a condition of continued employment, nothing in this Policy alters an employee's status and shall not constitute nor be deemed a contract or promise of employment. Employees remain free to resign their employment at any time for any or no reason, without notice, and the NLTFPD retains the right to terminate any employee at any time, for any or no reason, without notice, except as provided in any applicable collective bargaining agreement.

Other Laws and Regulations

The provisions of this Policy shall apply in addition to, and shall be subordinated to any requirements imposed by applicable federal, state or local laws, regulations or judicial decisions. Unenforceable provisions of this Policy shall be deemed to be deleted.

Employee Assistance Training Program


All employees shall participate in a NLTFPD-sponsored alcohol and drug awareness program. The program shall provide employees with information regarding; NLTFPD's Drug and Alcohol Policy; available counseling, referral agencies and rehabilitation; and the penalties and impose upon employees for violations of this policy. Supervisory personnel will receive additional training on recognizing performance indicators of probable drug and alcohol abuse and how to effectively intervene.

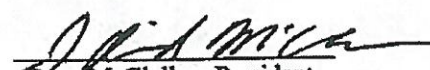
ARTICLE 35 – Term

This contract shall be in effect from July 1, 2014, through June 30, 2018.

North Lake Tahoe Fire
Protection District

Local #2139-International
Association of Fire Fighters


Wayne Fischer, President
Board of Directors *CHAIRMAN*


Dave McClellan, President
I.A.F.F. #2139

Date: 6/18/14

Date: 6/23/14

APPENDIX A-1 – Wages

Appendix A-1

HOURLY WAGE FOR PERSONNEL COVERED BY THIS AGREEMENT
REFLECTS CHANGES SET IN ARTICLE 8, PARAGRAPH (E)

Employees Hired prior to March 1st, 2012

| Class/Title | Step 1 | Step 2 | Rate |
|------------------------|---------|---------|--------|
| Firefighter | \$19.84 | \$21.88 | Hourly |
| Firefighter/ Paramedic | \$24.02 | \$25.22 | Hourly |
| Engineer | \$24.02 | \$25.22 | Hourly |
| Captain | \$27.68 | \$29.11 | Hourly |

Employees Hired after to March 1st, 2012

| Class/Title | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Rate |
|------------------------|---------|---------|---------|---------|---------|--------|
| Firefighter | \$19.84 | \$20.35 | \$20.86 | \$21.37 | \$21.88 | Hourly |
| Firefighter/ Paramedic | \$24.02 | \$24.32 | \$24.62 | \$24.92 | \$25.22 | Hourly |
| Engineer | \$24.02 | \$24.32 | \$24.62 | \$24.92 | \$25.22 | Hourly |
| Captain | \$27.68 | \$28.03 | \$28.39 | \$28.75 | \$29.11 | Hourly |

